

**GOVERNMENT OF ASSAM  
DIRECTORATE OF SERICULTURE: ASSAM  
KHANAPARA, GUWAHATI-22**

No. SDT.27/2018/178

Dated Guwahati, the

October, 2022

**TENDER NOTICE BOOKLET  
CONTAINING  
BIDDING DOCUMENTS FOR PROCUREMENT OF MACHINERIES FOR  
ESTABLISHMENT OF MULTIEND REELING UNIT AND TWISTING PLANT  
UNDER  
NORTH EASTERN REGION TEXTILES PROMOTION SCHEMES (NERTPS)  
IMPLEMENTED BY  
THE DIRECTORATE OF SERICULTURE ASSAM**

**SUBMITTED BY**

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**Important dates:**

1	Date of availability of Bidding documents on e-procurement portal	15 <sup>th</sup> October, 2022 from 11.00 AM
2	Last Date & time for online bid submission	15 <sup>th</sup> November, 2022 upto 2.00 PM
3	Last Date & time for hard copy submission	16 <sup>th</sup> November, 2022 upto 2.00 PM
4	Time & date of opening of bids	16 <sup>th</sup> November, 2022 upto 2.30 PM

**ISSUED BY:  
DIRECTORATE OF SERICULTURE: ASSAM  
KHANAPARA, GUWAHATI-22**

**TENDER NOTICE**

The Directorate of Sericulture, Assam, Khanapara, Guwahati-22. invites e-tendering in 2-bid systems from the intending manufactures / authorised dealers / Govt. registered firms for supply and installation of machineries of Multi-End Reeling unit and Twisting unit under North Eastern Region Textiles Promotion Schemes (NERTPS), funded by Ministry of Textiles, Govt. of India. The machineries are to be supplied and installed in Darrang District of Assam. The tenders shall have to be submitted online in two bid system through the Govt. e-tendering portal [www.assamtenders.gov.in](http://www.assamtenders.gov.in)

1. The Bids (both Technical and Financial) are to be submitted online in the website <http://assamtenders.gov.in>.
2. Scanned copies of original hard copies of financial instruments like Earnest Money Deposit must be submitted online.
3. The original copies of EMD along with one hard copy of Technical Bids with all supporting documents for the purpose of physical verification must be submitted manually as specified in the bid documents as per bid schedule.

Detailed tender documents are available at [www.assamtenders.gov.in](http://www.assamtenders.gov.in)

**(THE BIDDERS ARE HEREBY REQUESTED TO CAREFULLY READ THE INSTRUCTIONS AND OTHER CLAUSES FURNISHED HEREIN BELOW BEFORE THEY PREPARE AND SUBMIT THEIR TENDERS)**

**SECTION-I**  
**INSTRUCTIONS TO THE BIDDERS**

1. The tenders shall have to be submitted in 2-bid system as indicated below without clubbing them together under any circumstance.
- 1.1 **Tier-1:** This will be an Envelope / Folder and to be marked as **Envelop ‘A’**. This envelope shall contain the prescribed **earnest money** paid in the shape of a **Demand Draft/Fixed Deposit** drawn on any Scheduled Commercial Bank of India in favour of the **Director of Sericulture, Assam** (hereinafter referred to as the Purchaser for the purpose of implementing the NERTPS) and payable at Guwahati only. The envelope should be securely closed and sealed and the following particulars shall be inscribed thereon.

**ENVELOPE-‘A’**

**From**

.....  
.....

**To**

The Director, Sericulture, Assam  
Khanapara, Guwahati-22

1.2 **Tier-2:** This will be another Envelope or Folder mark as **Envelope ‘B’** and shall contain in it the particulars as shown below-

- i. Court fee of Rs.8.25 (Rupees eight and paise twenty-five) only.
- ii. Past performance of supply of similar machineries to different Department (prescribed format in **Section-IV**).
- iii. Client certificate in respect of the proof of past performance.
- iv. Self-attested copy of Registration certificate of Firm/Trade license / Company Registration Certificate.
- v. Copy of the Dealer certificate in case of dealer.
- vi. Copy of GST Registration Certificate.
- vii. Copy of PAN Card
- viii. Proof of Sound Financial Capability of the bidder from the Nationalized/Scheduled Commercial Bank may please be furnished.

1.3 **Tier-3: Financial Bid in terms BOQ** is to be submitted only through online. **(No hard copy is required along with Technical bid)**

2. **Procedure of consideration of the tenders-** The Technical bid (envelope marked ‘A’ and ‘B’) will be opened earlier and the contents will be evaluated at the first stage. **The financial bid of those bidders will only be opened whose documents are found satisfactory** and as per requirement stated in the bid.
3. **Clarification of Bidding Documents-** A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by E-mail – [nertps.assam@gmail.com](mailto:nertps.assam@gmail.com) . The Purchaser will respond in writing to any request for providing clarification of the bidding documents, which it receives not later than 10 days prior to the date fixed for submission of bids prescribed by Purchaser.
4. **Amendment of Bidding Documents-** The Director of Sericulture, Assam, shall be at liberty to make amendments or modifications to the bidding documents at any point of time before the date fixed for submission of the tenders if he/she feels it so necessary on his/her own motion or in response to a request reasonably made by a prospective bidder or bidders. The Purchaser shall also extend the time reasonably for submitting the tenders by fixing another date for the purpose.

#### **5. Non-binding clause:**

- 5.1 The purchaser is not bound to accept any tender simply on ground of its rates being the lowest or for quoting unreasonable rates provided he has reasons so to do and, as such, the Purchaser is at liberty to cancel such tenders without assigning any reasons thereof.
- 5.2 The bidders are not bound to submit the tender simply because they obtained the tenders from the Purchaser and any bidder who is unwilling and/or who has reservation to abide by the terms and conditions of the contract laid down herein as may also be prescribed in future under reasonable circumstances by the purchase is advised not to file any tender as filling of the tenders will automatically mean that the bidder concerned has wilfully agreed to abide by such terms and conditions as laid down herein and also as may be reasonably laid down in future.

## SECTION-II

### SCHEDULE TO THE INVITATION OF TENDER

(PLEASE REFER TO ANNEXURE- 'A' OF SECTION-III FOR TECHNICAL SPECIFICATIONS)

#### 6. Earnest money

- 6.1 **Rs.20,000/-** (Rupees twenty thousand) only in the shape of a Demand Draft/Fixed Deposit drawn on any Scheduled Commercial Bank located in India issued in favour of Director of Sericulture, Assam, Guwahati payable at Guwahati which should be put in the envelop marked 'A', (after uploaded the scan copy of the financial instrument online) securely closed and submitted to the Purchaser at the venue, date and time already fixed and notified earlier.
- 6.2 The earnest money shall stand forfeited if the bidder withdraws his bid after the opening of bids or if the bidder fails to execute orders after awarding of contract.
- 6.3 The Earnest Money Deposit will be refunded to the unsuccessful quotationer after finalization of NIT.

#### 7. Quoting of Price:

- 7.1 The rates should be quoted online both in figure and words for each item shall include all taxes, duties, GST and other levies payable on the prices of the items and/or on the total value thereof plus the costs of transportation from one destination to another, loading and unloading charges, depreciation and damage, if any. No claim for any cost or compensation outside the quoted rates shall be entertained at any time whatsoever.
- 7.2 Valid dealership/distributorship certificate from the concerned company should be furnished invariably alongwith product catalogue. **No sub dealership, temporary authorization by distributor will be entertained.** The successful bidders will have to show the original certificates whenever called for.
- 7.3 While fixing the rates the bidders shall also keep it in mind that the rates quoted are reasonably commensurable with the existing prices of those items at the prevailing market.
- 7.4 The rate quoted for each item shall remain valid for the whole duration of the contract and shall not be subject to any increase and/or adjustment for any reason and under any circumstances whatsoever.
- 7.5 The rates quoted shall be F.O.R. destinations – offices of the Asstt. Director of Sericulture, Darrang, Mangaldoi, as such, **no transportation or delivery charges shall be paid separately.**
- 7.6 The bid shall be typed or computerised with laser printing and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written and duly registered power of attorney, where necessary, accompanying the bid shall also accompany a duly attested copy of the letter of authorization from the manufacture/authorised dealers/firms. Each page of any printed booklet, brochure or literature if annexed to the tender shall also have to be similarly sealed and signed. A single lapse in this regard may make the tender liable to be cancelled.

#### 8. Validity of tenders:

- 8.1 Only those tenders shall be treated valid the submission of which is found in order and the rates of items quoted are accepted and bidders of such tenders shall be called successful bidders.

## 9. Conditions for supply:

Delivery of all machineries covered by an order shall have to be made at the destinations mentioned in the order **within 45 days** from the date of issue of the order by the Director of Sericulture, Assam. Each delivery to each destination shall be made by issuing a Challan in **3 (three)** copies which must expressly and clearly show the items name-wise, their make and their quantity and signed and sealed by the bidder. Signatures with date and seal of the officer to whom the machineries are delivered shall have to be obtained on the Challans. Two copies of the Challan are given to him/her (the authorized receiver of machineries).

The bidder shall furnish information to the purchaser in respect of each delivery to each destination with a copy of the aforesaid Challan shall have to be attached. Two copies of the Challan shall be attached to the bill when submitted for payment.

## 10. Inspections and Test:

The purchaser's right to inspect or test as well as to reject the machineries, where necessary, after the machineries arrived their final destinations shall in no way be limited to or waived by reason of the machineries having been previously inspected or tested and passed by the Purchaser or his authorised representative prior to the Machineries shipment.

## 11. Termination of Default:

11.1 The purchaser may, without prejudice to any other remedy if available to him, shall issue notice for breach of contract for supplying defective material or sub- standard material to the Supplier's expressed destinations, terminating the Contract in whole or part at the discretion of the Purchaser.

11.2 The Purchaser shall also be at liberty to cancel the contract or deduct the proportionate value of the machineries complained of if;

- a. the Supplier fails to deliver any or all of the machineries complained of by the Purchaser within the periods(s) specified in the Contract/order, or within any extended period granted by the Purchaser.
- b. the Supplier fails to perform any other obligation(s) under the Contract, and/ or
- c. the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**NOTE : (1)** "Corrupt practice" means offering, giving receiving or soliciting of anything any favour in cash or in kind or an act of influencing the action of a public servant in the procurement process or in executing the contract .

**(2)** "Fraudulent practice" means misrepresentation of facts in order to influence the procurement process or execution of the contract to the detriment of the purchaser, and includes collusive practice among bidders (prior to or after submission of the bids) designed to establish Bid prices at artificial or non-competitive levels and/or to deprive the purchaser of the benefits of free and open competition.

11.3 Pursuant to the provision of **Clause 13**, if the Purchaser terminates the Contract in whole or in part, the purchaser shall have the right to procure, upon such terms and in such manner as he deems fit and appropriate, the machineries or Services similar to those

undelivered, and the supplier shall be liable to the Purchaser for making good of the loss if incurred any in the process by the Purchaser any excess costs for such procurement of machineries and/or services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

12. **Termination of Contract for insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the supplier if the Purchaser reasonably finds at any point of time during the continuation of the period of contract that the supplier has become bankrupt or otherwise insolvent. Termination of the contract in such a situation will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued thereafter to the Purchaser.

13. **Termination of Contract for violation:** The purchaser, by issuing a written notice to the supplier, may at any point of time terminate the Contract, in whole or in part, if the purchaser reasonably finds that the supplier has violated one or more themes or conditions of the Agreement or has engaged in influencing any of the officials or persons concerned with the implementation of the scheme. The supplier shall not be entitled to any compensation for such termination mid-way but he shall remain entitled to the amount proportionate to the work done until termination of the Contract.

#### 14. **Force Majeure**

14.1 “**Force Majeure**” means an event of irresistible force or compulsion and/or circumstances beyond one’s control. This clause will apply to the supplier if the service under the Contract as per Agreement is vitiated by circumstances caused by other and/or the nature and in which the supplier’s act is not involved or the vitiation cannot be attributed to the supplier like negligence, apathy, high handedness etc. of the supplier which also include the events like war, revolutions, fire, flood, epidemic quarantine restrictions and freight embargo etc.

14.2 It shall be the foremost duty of the supplier to inform the purchaser at the earliest opportunity and by any means of quickest communication possible regarding the supplier being handicapped or prevented by *force majeure* to continue the contractual service under the agreement so that the purchaser can know about it on time and can take measures to help the supplier or take other measures to save the situation if possible. The communication shall be in writing. It may also be emailed in which case. However, the supplier should submit a hard copy thereof duly sealed and signed soon thereafter and obtain an acknowledgment thereof.

14.3 In such circumstances the supplier shall not be liable for forfeiture of his/her their performance security, liquidated damages or termination of the contract subject however to the resumption of the contractual obligations as soon as the force majeure gets over or ceases to exist.

14.4 The supplier shall not, however, be entitled to the benefit of force majeure if the supplier makes any delay in marking such information available to the purchaser at the earliest opportunity or if he makes such information available to the purchaser in a daily delaying manner.

15. **Evaluation of quotation:** The Purchaser will evaluate and compare the quotations to find out that the documents are properly signed and sealed conforming the terms and conditions of the Contract.

## **16. Qualification criteria:**

- a. The bidder shall furnish information regarding carrying out similar supply works in the past with a satisfactory performance report as per format given in **Section-IV**.
- b. The bidder shall furnish necessary data to support that he has financial capability and production capacity to perform the contract and complete the obligations under it within the stipulated period of time.
- c. Notwithstanding anything contained herein above, the Purchaser reserves the right to assess the bidders' over all capacity to perform the contract in the interest of the Purchaser who represents the interest of public service.
- d. Tenders not accompanied by EMD deposit by demand draft for **Rs.20,000/-** (Rupees twenty thousand) only will be treated as invalid.
- e. Tenders not submitted in the prescribed manner will be treated as invalid.
- f. Tender not with adequate court fee of Rs.8.25 will be treated as invalid.

## **17. Award of contract:**

- 17.1** The Purchaser will award the contract to the bidder whose tender has been found to be substantially responsive, squarely in order in accordance with the express requirements of the Purchaser and has quoted the reasonably lowest evaluated rates agreeing to perform the obligations on rate contract basis for the respective schedules.
- 17.2** Notwithstanding anything contained above, the purchaser reserves the right to accept or reject any or all the tenders and to cancel the bidding process as well as to reject all quotations at any time without assigning any reason thereof.
- 17.3** The Purchaser shall inform about the award of the contract the bidder whose tender the Purchaser accepts. The terms and conditions of the accepted offer shall be incorporated in the purchase order.
- 17.4** Payment of the supplier's bills shall be made after delivery of the machineries and installation of same with full satisfaction of trial operation and confirmation report from the concerned Asstt. Director of Sericulture office regarding the receipt of the machineries in good and satisfactory condition.
- 17.5** No any advance payment will be admissible.
- 17.6** The payment authority will be the Director of Sericulture, Assam, Guwahati-22.
- 17.7** No claim for interest will be entertained for delayed payment.
- 17.8** All Taxes as applicable will be deducted from the bill of supply order etc. at the time of payment.
- 17.9** 8% of the bill value will be deducted from each bill as Security Deposit which will be released after successful completion of the supply works etc. and submission of no liability certificate for the supply, works etc. from the concerned Asstt. Director of Sericulture as the case may be.

### **NOTE:**

- (A) No preference will be given to any bidder or class of bidders, either for price or for any of the terms and condition, earnest money deposit exemption etc. The bidders' sincere participation in the tendering process under reference shall be thankfully appreciated in the interest of the project.

**18. Resolving Disputes and/or dissensions, if any:**

- 18.1** The Purchaser and the supplier shall make all efforts to resolve the disputes and/or the dissensions if ever arises any out of the Contract/Agreement amicably by direct and formal or informal negotiations and upon failing to arrive at an amicable settlement within 15 (fifteen) days from the date of commencement of the mutual discussion towards settling the dispute or dissension the matter shall be referred to arbitration by mutual consent with due intimation to and from all concerned.
- 18.2** In case of failure of the parties to resolve their dispute or difference or dissension amicably by themselves within 15 (fifteen) days, the Purchaser or the Supplier may give notice to the other party of its intension to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter shall commence unless such notice is given. Arbitration may commence prior to or after delivery of the Machineries under the Contract.
- 18.3** In case the dispute/dissension could not be resolved by arbitration within 30 days from the date of commencement of the process of arbitration then the law courts situated within the Guwahati city shall only have the jurisdiction.
- 18.4** Notwithstanding anything being in the process of doing to resolve the disputes/dissensions/differences, the parties to the Contract/Agreement shall be at liberty to continue to perform their respective obligations under the Contract unless they agree or decide otherwise.



### SECTION- III

#### Annexure-A: Technical Specification of Articles

##### 1. Multi-end reeling machine

Sl.	Specification	No.
	<b>All specification of the machineries and components must be in conformity of CSTRI Bangalore:</b>	
1	Multi-end reeling machine -6 Basins Capacity (10 ends/Basin)	1
2	Vacuum permeation pre-treatment equipment or Circular pressurised cooking machine	1
3	Two Pan table for brushing	3
4	Small Reel permeation chamber	1
5	Re-reeling machine (6 windows, 5 ends / window)	1
6	Electrical Hot Air Dryer – 50 kg	1
7	Cocoon Sorting Table	1
8	Boiler 100 kg. capacity with water softener (100 kg. steam output/hour)	1
9	Generator (5 KVA capacity)	1
10	Epprouvette & Electronic balance of 600 g capacity with 0.01 g sensitivity)	1 set

##### 2. Twisting Unit

Sl.	Specification	No.
	<b>All specification of the machineries and components must be in conformity of CSTRI Bangalore:</b>	
1	Winding machine (50 spindles capacity)	2
2	Doubling machine (50 spindles capacity)	1
3	Twisting machine 480 spindles (200 spindles & 280 spindles one each)	1 set
4	Twist setting chamber	1
5	Re-reeling	1
6	120 yards warping machine	1
7	Spares	1 set

**SECTION-IV**

**PERFORMA FOR PERFORMANCE STATEMENT**

Name of the Firm.....

Order placed by (full address of Purchaser)	Order No. date	Description & quantity of ordered items	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the supply of items been satisfactory? (attach a certificate from the purchaser / consignee)
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and Seal of Bidder .....

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